

fosforescerend.nl

photoluminescerende signalering en decoratie

Company name	ARCO IRIS
Legal status and capital	SARL with a capital of 10 000 €
Address	ZA de TESAN PLAN SUD
Zip code	30126
City	St Laurent des Arbres
Country	FRANCE
Phone	(+33)4 86 65 50 32
Fax	(+33) 484250251
E-mail	info@phosphorescentpaint.co.uk
Website	www.phosphorescentpaint.co.uk
Office hours	From Monday to Thursday from 8am to 12pm and from 1pm to 4:30pm Friday from 8am to 1pm
VAT number	FR 36 809776669
SIRET number	SIRET 809 776 669 00016 RCS NIMES

The present conditions of sale are agreed between, on the one hand, by ARCO IRIS, hereafter designated « Arco Iris », and on the other hand, by any individual or legal entity wishing to purchase a product through this website www.ArcoIris.co.uk or directly, hereafter designated " the Buyer ".

Scope

These conditions of sale aim at defining the contractual relationship between Arco Iris and the Buyer and the applicable conditions which will apply to any purchase carried out through the website www.phosphorescentpaint.co.uk , whether the Buyer is a professional or the consumer.

The acquisition of a good or a service through this website involves an acceptance without reserve by the Buyer of these conditions of sale.

These conditions of sale shall prevail upon any other general or special conditions, unless any exception is expressly agreed by Arco Iris.

Arco Iris reserves the right to modify its conditions of sale at any time. In case of amendment, the applicable conditions will be those in force on order date by the Buyer.

Characteristics of goods and services

The products and services offered are those listed in the catalogue published on the website of www.phosphorescentpaint.co.uk

The photographs appearing in the catalogue are as accurate as possible but cannot ensure a perfect similarity with the product offered, especially with regard to colour.

Validity of offers

All products and services are offered subject to stock availabilities. In case of debit or collection due to the order of an unavailable item, Arco Iris will offer a credit or reimburse the Buyer within 30 days. Arco Iris agrees to inform by email the Buyer who would have ordered an unavailable product.

Presentation of the products

Each product comes with a description and with an application guide provided by the supplier; the Buyer may have access to the Safety data sheets of the supplier upon request.

Terms of payment

Prices

For customers from **EU** countries, **VAT is included** in the shown prices on the website and are in euros. For shipping **outside the EU**, the **VAT in euros** is **excluded**.

Companies with a valid VAT number can order directly (by e-mail) and benefit from prices before VAT.

All changes in rate can be passed on the prices of the products and services

Arco Iris reserves the right to modify its prices at any time; the price in the catalogue for the day of the order will be the only price applicable to the Buyer.

Prices do not include order handling expenses, shipping and delivery costs.

Orders

The Buyer, who wishes to buy a product or a service must :

- fill the form of identification which shows all the data requested or log in as existing customer;
- complete the online order form indicating the relevant references of the products or services chosen
- confirm the order after reviewing it;
- carry out payment in the conditions forecasted;
- confirm his order and his payment;

Order confirmation entails the acceptance of these sales conditions, acknowledgement of its contents and waiver of any personal purchase conditions or any other conditions.

The data provided and the recorded confirmation will serve as proof of the transaction. Confirmation will serve as signature and acceptance of the operations carried out.

Payment is due upon order.

The Buyer has several payment methods to pay his order on the website: :

- Wire transfer
- Credit Card; To pay by credit card, the transaction is carried out by the payment system MERCANET. The transmitted information are encrypted by software and any third party cannot take knowledge during transit on the network.
- PayPal

Invoice

The invoice is always attached to the package. A copy of this invoice will be sent to the Buyer, upon his request, by email or postal mail.

Right of withdrawal

The Buyer, non-professional individuals, benefit for a withdrawal period of seven days from the delivery of their order to return the product to the seller for exchange or refund (Products to be returned new, unopened and unused, in their original packaging, without any degradation). Returns must be sent with the order number to the following address: Arco Iris, ZA de TESAN PLAN SUD - 30126 St Laurent des Arbres - FRANCE), without penalty, excluding cost of return. Should the right to withdrawal be exercised, Arco Iris must reimburse the Buyer for the entire amount paid (shipping costs and goods), without delay, and at the

latest, within thirty days following the date on which the right was exercised. The reimbursement may be way of a credit if the Buyer gives his agreement.

Right of withdrawal does not apply in the following circumstances:

There is now withdrawal period for the following distance sellings :

- Articles sold sealed (cans and bottles of paints) if they have been opened
- Customized items and special preparations not included in the catalogue .

Postage refund:

For packages not delivered to final recipient for the following reasons : NFTA package (Not Found at This Address), unclaimed, refused : For such cases, Arco Iris may reserve the right to grant repayment except shipping costs of the order and not the return of the order in the case in which several NFTAs would be identified.

* Wrong address : Incorrect delivery details provided by the buyer

* NFTA: Returned parcels by the carrier as : Not Found at This Address. After our services have received and accepted your shipment, Arco Iris shall contact the Buyer by email and by phone. According to the wish of the Buyer, Arco Iris can return the order to the Buyer (postage entirely charged to Buyer without volume discount) if the product is still available or undertakes the reimbursement of the order, excluding shipping costs.

* UNCLAIMED: Concerns parcels which were not claimed by the customer at the Post office , or at the delivery outlet within the time allowed. After our services have received and accepted your shipment, Arco Iris shall contact the Buyer by email and by phone. According to the wish of the Buyer, Arco Iris can return the order to the Buyer (postage entirely charged to Buyer without volume discount) if the product is still available or undertakes the reimbursement of the order, excluding shipping costs.

* REFUSED : Causes of return for "REFUSED": Undamaged package refused during delivery. In such case, Arco Iris undertakes the reimbursement of the order, excluding shipping costs.

Claim:

In the event of any claim, contact Arco Iris by email at info@phosphorescentpaint.co.uk or on +33 486655032 (standard phone call cost)

Delivery

The delivery will be effected to the shipping address that buyer has indicated at the moment of the order that can only be located within the geographical areas appointed.

Arco Iris' informations obligations

The seller will confirm by e-mail that the order has been registered.

Arco Iris shall inform Buyer about the delivery date of the product or the ordered execution of the service. For orders placed before noon :

* **Delivery option by the Post Office in Europe : 48h-96h**

* **Delivery option by Chronopost worldwide : from 2 to 7 days according to destinations**

* **Delivery option by the Post Office worldwide: from 2 to 14 days according to destinations**

Tracking

Arco Iris automatically provides by e-mail (and also upon request) a tracking number for a parcel sent, and rejects any liability in the event of delay during transportation caused by the carrier.

The Chronopost call number that enables to follow the sending progression of the order is +33 969391391.

Damaged package

When the package is delivered damaged, simply accepting the damaged package and opening it, results in the loss of any kind of claim against the carrier.

Delay in delivery:

The delivery times are given for information only; in the event of any delay in the delivery, if the delivery date is exceeded, the Buyer may decide to cancel his order. The Buyer has a term of 60 days, from the initial scheduled delivery date, to submit a request to cancel the order, by registered letter with acknowledgement of receipt. The order is cancelled after reception of your letter by Arco Iris, unless the delivery has been made during the time between the posting and receipt of said letter.

Once the sale is cancelled, Arco Iris shall reimburse the Buyer for the entire amount paid, including shipping, within not more than 30 days.

Parcel not claimed :

These packages do not lie within the scope of the right of withdrawal : those are packages not claimed by the client from the Post Office or a mail branch within the time allowed. In that case, according to the wish of the Buyer, Arco Iris can resend the order to the Buyer (postage entirely charged to Buyer without volume discount) if the product is still available or undertakes the

reimbursement of the order, excluding shipping costs.

Warranty

- Latent defects

All products provided by the seller come under the legal warranty provided for in article 1641 and following of the Civil Code : The seller is bound to a warranty on account of the latent defects of the thing sold which render it unfit for the use for which it was intended, or which so impair that use that the Buyer would not have acquired it, or would only have given a lesser price for it, had he known of them.

- Defective products and problems linked to application :

Given that Arco Iris is unable to anticipate and control the conditions in which the products of Arco Iris can be used, Arco Iris neither states nor guarantees that Arco Iris' products can be suitable for a particular use.

Arco Iris' products must be tested by users to determine compatibility for a particular use.

Arco Iris cannot be held liable for claims or damages beyond the replacement of defective Arco Iris' products.

In the event of nonconformity of a product sold, it could be turned over to the seller who will take it back, will exchange it or will refund it.

- Warranties:

Considering the fact that all the informations concerning the products are clearly detailed on the pages of the website, that the Buyer knows the particular nature of some special effects products which, as a result, can be less resistant to outdoors conditions (temperatures, exposure to UV) or are likely to be subject to reactions and that Arco Iris cannot check the operating conditions (application method, observance of application instructions, use of products from other brands – Basecoats, primers and clear coats) Arco Iris makes no guarantee of long lasting, or of good resistance to outdoors conditions for the products on sale.

Liability

Within the online sale process, Arco Iris' liability is limited to means; its liability may not be engaged for damage resulting from the use of the web, such as loss of data, intrusion, virus, service failure, or any other unintentional problems.

Arco Iris is obliged to inform about the possible harmfulness of the products and about the precautions of use, and cannot be held liable for any claims or physical damages, linked to problems related to exposure to chemical products.

Personal data

Pursuant to the law relating to computer data, files and freedoms of January 6th 1978, the information containing personal data of buyers may be subject to automated processing. Buyers may object to the disclosure of their details by notifying Arco Iris. Similarly, users have a right to access and correct data concerning them, pursuant to the law of January 6th, 1978.

Filing and Proof

Arco Iris archives purchase orders and invoices on a reliable and durable support, to obtain a faithful copy pursuant to article 1348 of the Civil Code.

Arco Iris' computer files will be considered by the parties as proof of notices, orders, payments and transactions between the parties.

Disputes settlement

These conditions of sale on the website are governed by French law.

In case of dispute, jurisdiction is given to the competent courts of Valence (France), notwithstanding multiple defendants or warranty claims.